

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See 14 Mar 02		4. REQUISITION/PURCHASE REG. NO. 42425/ 13449856		5. PROJ NO. (if applicable)	
6. ISSUED BY CODE Naval Surface Warfare Center C. Dant, Code 1162NR, BLDG. 2540 300 Highway 361 Crane. IN 47562-5001		N00164		7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, State and ZIP Code)				X		9A. AMENDMENT OF SOLICITATION NO. N00164-02-R-0036	
						9B. DATED (SEE ITEM 11) 14 February 02	
						10A. MODIFICATION OF CONTRACT/ ORDER NO.	
						10B. DATED (SEE ITEM 13)	
TIN NO.		Code		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS AND CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT CHANGE NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor () is not, (X) is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization by UCF section headings, including solicitation/contract subject matter where feasible.) See Pages 2 thru 7							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard G. Colvin			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

The following changes are incorporated in this solicitation:

1. Extend the closing date, change page 1 (cover sheet), paragraph 9 as follows:

Change from: 18 March 2002

Change to: 17 April 2002

2. Change **SECTION “B”– SUPPLIES AND SERVICES AND PRICES/COST** as follows:

Change From:

<u>CLIN</u>	<u>DECSRIPTION</u>	<u>QTY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001	First Article Units 30MM BMII Link In accordance with Statement of Work (SOW) and Quality Assurance Provisions (QAP) QAP-N-00.	500	EA	\$ _____	\$ _____

Change To:

<u>CLIN</u>	<u>DECSRIPTION</u>	<u>QTY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001	First Article Units 30MM BMII Link In accordance with Statement of Work (SOW) and Quality Assurance Provisions (QAP) QAP-N-00.	1	LO	\$ _____	\$ _____

3. Change **Section “B” Notes** as follows:

Change from:

FIRST ARTICLES –ADDITIONAL INFORMATION – (5303)

The first article units, if required, **may not** be delivered as part of the contract quantity. (see **FAR clause 52.209-4**)

Change to:

FIRST ARTICLES –ADDITIONAL INFORMATION – (5303)

The first article units, if required, **may not** be delivered as part of the contract quantity.

4. Change **SECTION “D” – PACKAGING AND MARKING** as follows:**Change the attention line in the following note:****Change from:**

MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Lanny Case Code 4025, Bldg. 2084**Change To:**

MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Dave Geiss, Code N/A, Bldg. N/A5. Change Section **“F” – DELIVERIES OR PERFORMANCE** as follows:**Change from:****TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)**

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
<u>0001</u>	<u>500 EA</u>	<u>120</u>
<u>0002</u>	<u>150,000 EA</u>	<u>270</u>
<u>0003</u>	<u>250,000 EA</u>	<u>270</u>
<u>0004</u>	<u>1 LO</u>	<u>IAW DD FORM 1423</u>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

_____	_____	
_____	_____	
_____	_____	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

Change to:

TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)

- (a) The Government requires delivery to be made according to the following schedule:
REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
<u>0001</u>	<u>1 LO</u>	<u>120</u>
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<u>0003</u>	<u>250,000 EA</u>	<u>270</u>
<u>0004</u>	<u>1 LO</u>	<u>IAW DD FORM 1423</u>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

_____	_____	
_____	_____	
_____	_____	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

Add the following clause:

PLACE OF DELIVERY (5707)

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

Alliant New River Energetics Inc.; State Route #114; Radford Army Ammunition Plant; Radford, VA 24141;
Mark For: Attn: Dave Geiss (540/639-7874).

The contractor shall schedule deliveries under this contract by calling Alliant New River Energetics, Inc. point of contact listed above.

6. Change SECTION "I" – CONTRACT CLAUSES as follows:

Change from:

FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) (FAR 52.209-3)

(a) The Contractor shall test 500 unit(s) of Lot/Item(s) 30 MM BMII Links as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to NAVSURFWARCENDIV Crane (Code 4025) marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. 30 MM BMII Links." Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the

Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

Alternate I (Jan 1997)

- (i) The Contractor shall produce both the first article and the production quantity at the same facility.

Change to:

FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) (FAR 52.209-3)

(a) The Contractor shall test 1 LOT (500) unit(s) of Lot/Item(s) 30 MM BMII Links as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to NAVSURFWARCENDIV Crane (Code 4025) marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. 30 MM BMII Links." Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The

offeror/contractor may request a waiver.

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Alternate I (Jan 1997)

- (ii) The Contractor shall produce both the first article and the production quantity at the same facility.

Delete the following clauses:

52.227-14, Rights in Data – General (Jun 1987)
52.242-03, Penalties for Unallowable Costs (Oct 1995)
252.248-7000, Preparation of Value Engineering Change Proposals (May 1994)

Add the following clauses:

52.215-19, Notification of Ownership Changes (Oct 1997)
52.222-29, Notification of Visa denial (Feb 1999)
252.211-7005, Substitutions for Military or Federal Specifications and Standards (Aug 2000)
252.225-7041, Correspondence in English (Jun 1997)
252.232-7008, Assignment of Claims (overseas) (Jun 1997)
252.233-7001, Choice of Law (overseas) (Jun 1997)

Change the dates on the following clauses:

52.219-09, Small Business Subcontracting Plan (**Jan 2002**)
52.232-08, Discounts for Prompt Payment (**Feb 2002**)
52.232-25, Prompt Payment (**Feb 2002**)
252.215-7002, Cost Estimating System Requirements (**Oct 1998**)
252.225-7030, Restriction on Acquisition of Ball or Roller Bearings (**Oct 1992**)

- 7. Change **SECTION “L” – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS** as follows:

Change from:

252.204-7001, **Required Central Contractor Registration (Aug 1999)**

Change to:

252.204-7001, **Commercial and Government Entity (CAGE) Code Reporting (Aug 1999)**

Add the following clause:

52.227-7017, Identification and assertion of use, release, or disclosure restrictions (Jun 1995)

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN THE SAME.